

IFB# 114972

Commodity Code: 91468

**Commonwealth of Virginia
Virginia Department of Transportation
Lynchburg District – Attn: Robert Dowdle
4219 Campbell Avenue
Lynchburg, VA 24501**

Period Of Contract: **The contract period shall be One Year from Award with two option year periods.**

All Inquiries For Information Should Be Directed To: Robert Dowdle at robert.dowdle@vdot.virginia.gov or 434-856-8320.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND
DELIVERED, DELIVER TO: Same as above

Non-Mandatory Pre-Bid Conference: There will be a Non-Mandatory Pre-bid Conference for this IFB. See Sections V for details.

Name And Address Of Firm:

_____ Zip Code: _____

eVA Vendor ID or DUNS #: _____

Fax Number: (____) _____

E-mail Address: _____

Date: _____
By: _____
(Signature In Ink)
Name: _____
(Please Print)
Title: _____
Telephone Number: () _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



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Invitation For Bids/RFQ/Request For Proposals
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Lot Number: 1

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	9146801000	80.00	HR	PLUMBING PLUMBING		

LOT 1 LYNCHBURG COMPLEX

LICENSED MASTER PLUMBER, NORMAL RATE

DELIVER TO

SEE COMMENTS

List your best Delivery _____ Days, if applicable

2	9146801000	20.00	HR	PLUMBING PLUMBING		
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LOT 1 LYNCHBURG COMPLEX

LICENSED MASTER PLUMBER, OVERTIME RATE

DELIVER TO

SEE COMMENTS

List your best Delivery _____ Days, if applicable

3	9146801000	270.00	HR	PLUMBING PLUMBING		
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LOT 1 LYNCHBURG COMPLEX

LICENSED JOURNEYMAN, NORMAL RATE

DELIVER TO

SEE COMMENTS

List your best Delivery _____ Days, if applicable

4	9146801000	20.00	HR	PLUMBING PLUMBING		
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LOT 1 LYNCHBURG COMPLEX

LICENSED JOURNEYMAN OVERTIME RATE



Lot Number: 1

DELIVER TO
SEE COMMENTS

List your best Delivery _____ Days, if applicable

5	9146801000	240.00	HR	PLUMBING PLUMBING		
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LOT 1 LYNCHBURG COMPLEX

PLUMBERS HELPER, NORMAL RATE

DELIVER TO
SEE COMMENTS

List your best Delivery _____ Days, if applicable

6	9146801000	20.00	HR	PLUMBING PLUMBING		
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LOT 1 LYNCHBURG COMPLEX

PLUMBERS HELPER, OVERTIME RATE

DELIVER TO
SEE COMMENTS

List your best Delivery _____ Days, if applicable

Lot Number: 1 Total : \$ _____



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Lot Number: 2

7	9146801000	240.00	HR	PLUMBING PLUMBING		
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LOT #2 DILLWYN RESIDENCY

LICENSED MASTER PLUMBER, NORMAL RATE

DELIVER TO

SEE COMMENTS

List your best Delivery _____ Days, if applicable

8	9146801000	60.00	HR	PLUMBING PLUMBING		
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LOT #2 DILLWYN RESIDENCY

LICENSED MASTER PLUMBER, OVERTIME RATE

DELIVER TO

SEE COMMENTS

List your best Delivery _____ Days, if applicable

9	9146801000	640.00	HR	PLUMBING PLUMBING		
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LOT #2 DILLWYN RESIDENCY

LICENSED JOURNEYMAN, NORMAL RATE

DELIVER TO

SEE COMMENTS

List your best Delivery _____ Days, if applicable

10	9146801000	60.00	HR	PLUMBING PLUMBING		
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LOT #2 DILLWYN RESIDENCY

LICENSED JOURNEYMAN, OVERTIME, RATE



Lot Number: 2

DELIVER TO
SEE COMMENTS

List your best Delivery _____ Days, if applicable

11	9146801000	240.00	HR	PLUMBING PLUMBING		
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LOT #2 DILLWYN RESIDENCY

PLUMBERS HELPER, NORMAL RATE

DELIVER TO
SEE COMMENTS

List your best Delivery _____ Days, if applicable

12	9146801000	60.00	HR	PLUMBING PLUMBING		
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LOT #2 DILLWYN RESIDENCY

PLUMBERS HELPER, OVERTIME RATE

DELIVER TO
SEE COMMENTS

List your best Delivery _____ Days, if applicable

Lot Number: 2 Total : \$ _____



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Lot Number: 3

13	9146801000	240.00	HR	PLUMBING PLUMBING		
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LOT #3 HALIFAX RESIDENCY

LICENSED MASTER PLUMBER, NORMAL RATE

DELIVER TO

SEE COMMENTS

List your best Delivery _____ Days, if applicable

14	9146801000	60.00	HR	PLUMBING PLUMBING		
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LOT #3 HALIFAX RESIDENCY

LICENSED MASTER PLUMBER, OVERTIME RATE

DELIVER TO

SEE COMMENTS

List your best Delivery _____ Days, if applicable

15	9146801000	640.00	HR	PLUMBING PLUMBING		
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LOT #3 HALIFAX RESIDENCY

LICENSED JOURNEYMAN, NORMAL RATE

DELIVER TO

SEE COMMENTS

List your best Delivery _____ Days, if applicable

16	9146801000	60.00	HR	PLUMBING PLUMBING		
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LOT #3 HALIFAX RESIDENCY

LICENSED JOURNEYMAN, OVERTIME RATE



Lot Number: 3

DELIVER TO
SEE COMMENTS

List your best Delivery _____ Days, if applicable

17	9146801000	240.00	HR	PLUMBING PLUMBING		
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LOT #3 HALIFAX RESIDENCY

PLUMBERS HELPER, NORMAL RATE

DELIVER TO
SEE COMMENTS

List your best Delivery _____ Days, if applicable

18	9146801000	60.00	HR	PLUMBING PLUMBING		
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LOT #3 HALIFAX RESIDENCY

PLUMBERS HELPER, OVERTIME RATE

DELIVER TO
SEE COMMENTS

List your best Delivery _____ Days, if applicable

Lot Number: 3 Total : \$ _____



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Lot Number: 4

19	9146801000	240.00	HR	PLUMBING PLUMBING		
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LOT #4 APPOMATTOX RESIDENCY

LICENSED MASTER PLUMBER, NORMAL RATE

DELIVER TO

SEE COMMENTS

List your best Delivery _____ Days, if applicable

20	9146801000	60.00	HR	PLUMBING PLUMBING		
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LOT #4 APPOMATTOX RESIDENCY

LICENSED MASTER PLUMMER, OVERTIME RATE

DELIVER TO

SEE COMMENTS

List your best Delivery _____ Days, if applicable

21	9146801000	640.00	HR	PLUMBING PLUMBING		
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LOT #4 APPOMATTOX RESIDENCY

LICENSED JOURNEYMAN, NORMAL RATE

DELIVER TO

SEE COMMENTS

List your best Delivery _____ Days, if applicable

22	9146801000	60.00	HR	PLUMBING PLUMBING		
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LOT #4 APPOMATTOX RESIDENCY

LICENSED JOURNEYMAN OVERTIME, RATE



Lot Number: 4

DELIVER TO
SEE COMMENTS

List your best Delivery _____ Days, if applicable

23	9146801000	240.00	HR	PLUMBING PLUMBING		
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LOT #4 APPOMATTOX RESIDENCY

PLUMBERS HELPER, NORMAL RATE

DELIVER TO
SEE COMMENTS

List your best Delivery _____ Days, if applicable

24	9146801000	60.00	HR	PLUMBING PLUMBING		
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LOT #4 APPOMATTOX RESIDENCY

PLUMBERS HELPER, OVERTIME RATE

DELIVER TO
SEE COMMENTS

List your best Delivery _____ Days, if applicable

Lot Number: 4 Total : \$ _____



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Lot Number: 4



SPECIFIC TERMS AND CONDITIONS

Historical Data: - 1 Year

Licensed Master Plumber, Normal Rate - .5 Hours

Licensed Journeyman, Normal Rate - 185.1 Hours

Plumbers Helper, Normal Rate - 23.5 Hours

Historical usage may not reflect estimated future usage.



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I. PURPOSE:

The Virginia Department of Transportation, herein referred to as “VDOT,” an agency of the Commonwealth of Virginia, is soliciting bids from qualified firms to establish a time and materials contract with a qualified Class “A” Contractor firm with applicable Department of Professional and Occupational Regulation (DPOR) **Plumbing** endorsements, to provide on-call, as needed **plumbing** services within the Lynchburg District, which includes the counties of Amherst, Nelson, Appomattox, Campbell, Buckingham, Cumberland, Prince Edward, Charlotte, Pittsylvania, Halifax, and the City of Lynchburg. Lots are identified as follows:

LOT 1: Lynchburg District Complex –located at 4219 Campbell Avenue, Lynchburg VA

LOT 2: Dillwyn Residency: Includes Dillwyn Residency and the Dillwyn Area Headquarters of Andersonville, Dillwyn, Cumberland, Hampden Sydney, Phenix and Crafton’s Gate, The Dillwyn Sub Area Headquarters of Farmville, Brown’s Store and Manteo and the Dillwyn Storage Areas of Denton’s Corner and Dowdy’s Corner (Counties of Buckingham, Cumberland, Prince Edward and Charlotte)

LOT 3: Halifax Residency: Includes Halifax Residency and the Halifax Residency Area Headquarters of Brosville, Rondo, Kentuck, Gretna, Mt. Airy, Cluster Springs, Volens, Chatham and Bethel; Halifax Sub Areas of Cluster Springs and Sinai and Chatham Residency and Chatham Storage Area (Counties of Pittsylvania and Halifax)

LOT 4: Appomattox Residency: Includes Appomattox Residency, and the Appomattox Residency Area Headquarters of Madison Heights, Forks of Buffalo, Bryant, Shipman, Appomattox, Gladys, Yellow Branch and Timberlake; Appomattox Residency sub areas of Amherst, Amherst CMO and Rustburg (Counties of Amherst, Nelson, Appomattox, and Campbell)

PERIOD OF CONTRACT:

The initial term or period of the contract shall be for a one year (12 months) period with the effective date to be determined at time of award. With two (2) optional successive one-year renewal periods.

II. QUESTIONS REGARDING THIS INVITATION FOR BID:

Any questions regarding this invitation for bid shall be addressed to Mr. Robert Dowdle at robert.dowdle@vdot.virginia.gov or at 434-856-8320. The issuing office shall determine whether any addendum should be issued as a result of any questions or other matters raised.

III. GENERAL:

For the purpose of clarification, each firm receiving this Invitation for Bid is referred to as a “Bidder” and the Bidder awarded the contract to supply the services is referred to as a “Contractor”. Virginia Department of Transportation is referred to as “Department” or as “VDOT”, and “Representative” refers to the VDOT Contract Administrator who will be administering the contract. This Invitation For Bid states the instructions for submitting bids, the procedure and criteria by which a contract may be awarded, and the contractual terms which will exclusively govern the contract between VDOT and the Contractor.

IV. SPECIFICATIONS / CONTRACT REQUIREMENTS:

A. SCOPE OF WORK: The Contractor(s) shall provide all necessary labor, supervision, equipment, tools, materials, supplies and incidentals as necessary to provide **plumbing services**, on a time and materials basis, to the facilities owned and operated by the Virginia Department of Transportation, Lynchburg District. These facilities consist of buildings located throughout Amherst, Nelson, Appomattox, Campbell, Buckingham, Cumberland, Prince Edward, Charlotte, Pittsylvania, and Halifax Counties and in the City of Lynchburg.



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1. **Typical Facilities Where Work Will Be Performed:** Facilities where work will be performed shall consist of, but not be limited to, office buildings, equipment storage buildings, equipment shops, material storage buildings, fuel canopies, etc.
2. **Examples of Services:** Services that may be requested within this solicitation include, but are not limited to:
 - a) Repair and/or installation of plumbing fixtures and all appurtenances
 - b) Toilets, sinks, valves, showers, eye wash stations, etc.
 - c) Water heaters
 - d) Water supply, waste, and compressed air piping; water supply to mean from the public utility meter or from the private well head. Waste to mean to the private utility connection, to the pumping station connection, or to the septic tank connection.
 - e) Mains (water pipes supplying water to buildings) Water supply to mean from the public utility meter or from the private well head.
 - f) Private water wells (piping and pumps) will be to the well head only, submersible pumps are subcontracted services.
 - g) Plumbing stoppages
 - h) The below specialty services shall be completed by the Contractor, a VDOT approved Subcontractor or VDOT. VDOT reserves the right to determine whether the work will be completed by the contractor or subcontractor or if necessary by VDOT personnel.

Lynchburg Complex Sanitary Sewer pumping station
Crafton's Gates AHQ Sanitary Sewer pumping station
Cluster Springs Sanitary Sewer pumping station
Crafton's Gate Water Treatment System
Any wash water recycling system
Septic Tank services
Private well services
3. **Service Repairs:** The Contractor shall have qualified service personnel available for "as needed" on-call repairs twenty-four hour a day, seven days a week for the duration of the contract.
 - a) **Routine, Non-immediate Response Service Calls and Defined Projects:** Non-immediate response (routine type) repair services, scheduled repair or replacement projects will be placed under the category of 'Routine Service' call. The contract response time for Routine Service calls shall require that the Contractor be on site and ready to work within **forty-eight (48)** hours after notification, between the hours of 7:00 am and 6:00 pm, during regularly scheduled workdays. The contractor shall designate, in writing, their Contract Representative who shall be responsible for insuring that the services required by VDOT are delivered in accordance with the terms and conditions of the Contract. When a work order is issued to the Contractor, it shall be considered as a Notice to Proceed with the assigned work. The contractor shall notify the Contract Administrator when the work is completed and ready for inspection.
 - b) **Non Routine, Immediate Response Emergency Service Calls:** In the event of an emergency such as busted water main, or other situation deemed an 'emergency' by the VDOT Contract Administrator, the call will be placed under the category of 'Emergency Service' calls. The contract response time for all Emergency Service calls shall require that the Contractor to be on site and ready to work within **two (2) hours after notification**. An Emergency contact name and phone number shall be provided by the Contractor. Emergency work will be initiated via telephone call from the Contract Administrator or designee with indication of the requirements,



location, and authorization of immediate action. While not guaranteed, the Contract Administrator may approve additional response time for special situations. The Contractor may request additional response time from the VDOT Contract Administrator. Emergency service calls will be phoned in and the written work order(s) will be issued the next business day.

- c) **Task Work Order Request / Estimate:** Prior to the commencement of work identified here, the Contract Administrator and the Contractor shall utilize the Task Work Request / Estimate (An Estimate may not be required for routine repair calls and emergency service calls as defined by the Contract Administrator). This form shall identify the work location, the date(s), and the Scope of Work. The Contractor shall prepare and submit to VDOT, a detailed written estimate of the man-hours (by labor category, estimated hours, and hourly rate), itemized materials costs, and itemized specialized equipment that will be required to perform any such repair services. Such repairs shall be made only after receipt of authorization from the Contract Administrator. Actual repair work shall not exceed the Contractor's estimate by 10% without first obtaining written approval to proceed. See Attachment C Task Work Order Request / Estimate Form.
- d) **Contractor's Service Call Report:** The format and contents of the report will be mutually agreed upon by the Contractor and the Contract Administrator prior to the issuance of any Task Work Order Request /Form. This report shall be completed for all service calls, upon completion of work. The Contractor's technician shall submit to the VDOT's Contract Administrator or designee, a clear legible copy of the Contractor's Service Call Report. This report shall include, at a minimum, the following information:
- Name and address of the Contractor
 - The Contract number
 - The name of the VDOT person that authorized the work
 - Name(s) of the Contractor's employee(s) performing the work.
 - Date(s) and number of man hours, by labor category, expended to perform the work.
 - Brief description of the work performed
 - A detailed list of materials used or parts replaced
 - A detailed list of any specialized equipment and the number of hours used
 - Any addition Comments
 - Signature of the Contractor's crew leader
- e) **Service Call Reporting / Documentation:** For each service call, the Contract Administrator shall require documents and reports to be completed and submitted by the Contractor to fully document all work completed under the service call. Documents that may be required by the Contract Administrator include: Contractor's Service Call Report, and the Task Work Order Request / Estimate Form. The Contractor's Complete Service Call Report shall be for all work completed. A pre-approved "VDOT Work Request – Estimate Form" shall be required for Routine Service calls.
- f) **Crew Size:** The crew size for all on-call non-immediate and immediate emergency repairs shall be set at one (1) **licensed journeyman plumber** with an adequately equipped work vehicle. For all jobs requiring an additional tradesman(s), or the services of one or more helpers, or the services of a **master plumber**, the Contractor shall get prior approval from the VDOT Contract Administrator.

- B. **SPECIFICATIONS AND STANDARDS:** All work shall be accomplished in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, manufacturer's recommended procedures, industry standards and codes including the VOSH Standards, the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development, the National Electrical Code and all codes governed by the International Code Council in effect on the date of the purchase order. All work performed under this contract shall be done in a manner that will not overload or render useless any portion of the facility, and will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection and life safety systems or any other building features.



C. REQUIREMENTS WHICH THE CONTRACTOR SHALL COMPLY WITH:

1. Contractor:

- a) Contractor shall have a Virginia DPOR issued Class A license with Plumbing endorsement.
- b) The Contractors firm shall perform (at a minimum) 70% of all work.

2. Personnel:

- a) **Contractor's Capacity To Perform:** The Contractor shall ensure his capacity to perform work under this contract, even though there may be other contractual responsibilities to VDOT or elsewhere. The Contractor shall be capable of commencing work within the timeframes required herein. If your bid is determined to be the lowest responsive and responsible bid for more than the number of Lots you've indicated, VDOT reserves the right to determine your capacity to perform and which Lots(s) shall be awarded to your company.
- b) **Contractor's Qualifications:** The Contractor agrees that competent, experienced and qualified staff professionally trained to perform plumbing services shall perform all work. See Vendor Qualification /Equipment Inventory Certification Form. It is expected that if one service person is sent to perform the service required, that the service person shall be a licensed plumber journeyman or above, unless agreed to by the Contract Administrator.
 - 1) **Plumbers Helper:** Each helper shall have a minimum of one (1) year of experience in the plumbing field and shall have demonstrated proficiency in providing plumbing services
 - 2) **Journeyman Plumber:** Each Journeyman technician shall have, at a minimum, four (4) years experience, and the education and licensure required by the Commonwealth of Virginia DPOR.
 - 3) **Master Plumber:** Each Master technician shall have, at a minimum, at least ten (10) years experience, and the education and licensure required by the Commonwealth of Virginia DPOR.
 - 4) **Certifications:** Copies of the DPOR certificates for the Journeyman and Master certified plumbers will be requested and shall be submitted within 24 hours during the evaluation period and prior to an award being made. Prior to issuance of contract, a list of all DPOR licensed plumbers who will be performing work under this contract shall be submitted. The list shall be updated as needed for the duration of the contract. All plumbers shall carry their certification cards on their person at all times while performing work under this contract.
- c) **Experienced, Qualified Personnel:** The Contractor shall be responsible for providing competent, properly trained, experienced and qualified personnel, which are the appropriated types and skill levels required to accomplish the work. The VDOT Contract Administrator and the Contractor shall mutually agree upon which skill level worker will be required for each project. VDOT reserves the right to reject any of the Contractor's employees who, in VDOT's judgment, are not adequately qualified to perform the work. The Contractor shall ensure crew members possess and be able to present the proper tradesman's certification issued by DPOR for the skill level requested by VDOT. Complete and return Attachment A – *Vendor Qualification/Equipment Certification Form*.
- d) **Labor Rates:** Bid prices for labor shall be in the form of a firm fixed price for the line item described in the pricing schedule. The Contractor shall be paid strictly by the hour and there will be no guaranteed minimum. Bid prices shall include all direct and indirect overhead costs such as



supervision, tools, equipment, transportation and all related travel. All travel expenses shall be included in the hourly rate. The Contractor will only be allowed to charge for productive on site work hours. No travel time and/or additional charges shall be permitted. This will also include the use of cellular phones and handheld radios used by the Contractor to conduct business. No extra costs will be allowed during the contract period. Contractors will not be paid the night, weekend or holiday rate, if the holiday is not a recognized day off for the contractor's company. Prior to issuance of contract, Contractor shall provide list of the company's officially recognized holidays.

- e) **Contact Person:** The Contractor shall assign a person as the Supervisory Representative who will have the authority to execute this contract work. The Contractor shall provide this name as well as additional personnel names and phone numbers who can be contacted 24 hours, seven days a week in case of urgent need. Complete and return Attachment B - *Normal and Emergency Contacts*.
- f) **Supervision:** It shall be the Contractor's responsibility to completely supervise and direct the work of his employees as well as all subcontractors he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the General Contractor.
- g) **Crew Language:** For crews, each crew shall have an on-site foreman or designated foreman/supervisor capable of communicating (both verbally and in writing) and comprehending the English language. The foreman/supervisor shall be capable of communicating instructions to members of the Contractor's crew. The English used by this person must be understood by VDOT personnel.
- h) **Dress Requirements:** All employees of the Contractor and employees of the Contractor's subcontractor shall wear personal protective equipment in compliance with all applicable VOSH/OSHA, ANSI and VDOT safety regulations. This equipment includes, but is not limited to, safety steel toe shoes, safety hard hats, safety vests, safety glasses, etc. Workers will also be required to wear long pants and shirts with short sleeves as a minimum. Examples of clothing not considered appropriate include tank tops, shirts with no sleeves, shirts with cut out sleeves, shirts with sleeves rolled up to the shoulder, shorts, and flagging vests with no shirt. In addition, no hard hat or safety vest shall have the Virginia state seal or any reference to the Virginia Department of Transportation or VDOT.
- i) **Contractor's Personnel:** The Contractor's personnel shall be courteous and respectful and shall refer all public questions concerning work planned, performed or promised to the Contract Administrator.
- j) **Behavior:** The Contractor's foreman/supervisor shall be responsible for the conduct and performance of all of the Contractor's employees and subcontractors while at the work site and their compliance with the following rules:
 - 1). Workers appearing to be under the influence of alcohol or drugs shall not be permitted on the job site.
 - 2). Loud and disruptive conduct shall not be permitted. Profanity, whistling, catcalling, leering, coercing, or harassing shall not be tolerated. Substantiated reports of harassment shall be grounds for removal of the employee(s) concerned. Repeated incidents shall be grounds for termination of the work order/contract at the discretion of VDOT.
- k) **Sanitary Facilities:** The Contractor may use VDOT's sanitary facilities, if available, as long as there is no abuse of the privilege and the facilities are left in the same manner in which they were found.



2. EQUIPMENT:

- a) **Tools:** The Contractor shall have and maintain suitable modern equipment and tools necessary for the satisfactory execution of solicited work and all costs associated shall be included within the bid unit prices. A listing of the Contractor's general tools and equipment of the trade may be requested to assist in making an award decision. If requested, this list must be received within 10 days of request.
- b) **Leasing Of Specialized Equipment:** Leasing or rental of specialized/unique/unusual equipment necessary to perform the scope of this contract, which are not considered as general tools of the trade, and require additional cost, shall be approved by the VDOT Contract Administrator on an hourly, weekly, or monthly basis. All such rentals or leases shall be pre-approved by the VDOT Contract Administrator. No markup is allowed to be added for the cost of renting or leasing equipment.
- c) **Use of VDOT's Equipment:** The Contractor's employees are not permitted to use VDOT vehicles, equipment or radio's at any time. Telephone services will only be permitted for local calls pertaining to the performance of this contract.

3. GENERAL MATERIALS AND SUPPLIES:

- a) **Contractor-Furnished Supplies:** The Contractor shall furnish all supplies and materials needed unless other arrangements are made by VDOT. The materials shall be new and free from defect. Products supplied by the Contractor shall be quality products that comply with all applicable laws, ordinances, rules, regulations and codes and are compatible with pre-existing materials and equipment in the building involved and have been pre-approved for use by the VDOT Contract Administrator. The use of used or rebuilt/refurbished parts must be approved by the Contract Administrator.
- b) **VDOT-Furnished Supplies:** VDOT reserves the right to furnish any or all materials, supplies and/or equipment to the Contractor for the project and adjust the Contractor's estimate accordingly.
- c) **Supplies Invoiced At Cost: Supplies and materials shall be invoiced at Contractor's cost.** The Contractor shall include an itemized list of materials and their cost on the invoice. The Contractor shall also submit supplier invoices to confirm these prices. If the Contractor furnishes materials from their shop, they shall be billed at the market rate on the Contractor's letterhead/invoice at the end of the work order. This practice shall be limited and the VDOT Contract Administrator can stop this practice at any time and has the right to refuse any material. Contractor-supplied material shall be listed on the 'Contractor's Service Call Report'.
- d) **No Changing of Supplies Without Approval:** No supplies or materials shall be reduced or changed unless approved by the Contract Administrator.
- e) **Warranty:** All materials shall have the manufacturer's warranty and all labor shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following the acceptance date of the work order. Should any defect be noted by VDOT, the Purchasing Office will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to VDOT and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.



4. MANNER OF CONDUCTING WORK AT THE JOB SITE:

- a) **Satisfaction:** All work shall be performed according to VDOT specifications and completed to the satisfaction of the VDOT Contract Administrator.
- b) **Signs Or Advertisements:** No signs or advertisements shall be posted on VDOT's property.
- c) **Security:** If required, the Contractor's foreman/supervisor shall be responsible to secure the work area before leaving the location. The Contractor's employees may be required to present proper identification when reporting to a VDOT facility (i.e. examples are company identification card, driver's license).
- d) **Use of Premises:** The Contractor shall perform their work in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises.
- e) **Delivery and Parking:** Arrangements may be made to deliver material and equipment to work sites. The Contract Administrator shall approve parking and material storage arrangements.
- f) **Storage:** Upon approval by the Contract Administrator, VDOT may provide storage sites for the Contractor's equipment or materials; however, VDOT will not be responsible for any loss or damage to the Contractor's equipment or materials. The Contractor shall NOT store any flammable or hazardous materials on the VDOT property without prior approval of the Contract Administrator. The Contractor shall store their apparatus, materials, supplies, and equipment in such an orderly fashion that it will not interfere with the progress of their work, the work of any other Contractor or VDOT operations. All stored materials shall be in compliance with VOSH and all other safety standards.
- g) **Use of VDOT Water and Electric:** With permission from the Contract Administrator, the Contractor may use VDOT's water and electric. If any modifications are required, the Contractor shall obtain written permission from the Contract Administrator. The Contractor, at his expense, shall make modifications that are approved. The Contractor shall remove modifications upon completion of the project. VDOT will not charge the Contractor for the use of these utilities unless persistent wastage occurs. In such cases, as determined by the Contract Administrator, the Contractor will be charged for the utilities at the same rates charged to VDOT by the corresponding utility company(s).
- h.) **Miss Utility:** When work requires digging, boring or excavating, the Contractor shall contact "Miss Utility" and locate all underground utilities including those installed by VDOT prior to performing work.
- i) **Cleanup:** The Contractor shall clean up frequently so the work site presents a neat, orderly and workmanlike appearance at all times. Floors, walls, etc. shall be swept, wiped down and the work area/site returned to the level of cleanliness prior to work commencing so the area is ready for use. If a Contractor fails to clean up at the completion of the work order, the VDOT Contract Administrator may do so and charge the costs to the Contractor.
- j) **Disposal:** The Contractor is responsible to dispose of all refuse, rubbish, scrap materials and debris caused by their operations. No such refuse, rubbish, scrap material and debris shall be left within the completed work area nor buried on the project site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law. No VDOT dumpsters are to be used for disposal. The Contractor shall include any costs for disposal into the bid rate.
- k) **Coordination With State Forces:** VDOT reserves the right to perform any type of work within the limits of this operation. The Contractor shall cooperate with VDOT and other contractors as necessary.



- l) **Subcontracting:** All subcontractors must have the appropriate DPOR licensure for the type and value of the work they are performing. The Contractor shall not subcontract out any work normally performed by the Contractor without the written approval of the Contract Administrator. The contractor shall submit the subcontractor's estimate and verification of licensure to Contract Administrator for approval prior to commencing the work.

D. METHOD OF ORDERING WORK:

1. The Official notification is a VDOT Purchase Order establishing the contract which will be proceeded by Task Work Orders describing the specific work to be completed and the location.
2. **Project Thresholds:**
 - a) **PROJECTS UNDER \$15,000: Work for \$15,000** or under may be done without an estimate. However, the VDOT Contract Administrator reserves the right to request a task work order request/estimate form for any work.
 - b) **PROJECTS Between \$15,000.01 and \$50,000:** Shall have a written task work order request/estimate form and be approved by the VDOT Contract Administrator before any work is started. If the work is deemed by the VDOT District Administrator to be of an emergency response nature the task work estimate may be waived and the Contractor's on-site response time to emergency work as defined by the Contract Administrator shall be two (2) hour after notification from VDOT.
 - c) **PROJECTS ABOVE \$50,000.01:** Individual projects, which are estimated to cost more than \$50,000.01 are excluded from this contract.
3. **Work Notification Procedure for Projects Routine, Non-immediate Response:**

Routine, Non-immediate Response Service Calls and Defined Projects: Non-immediate Response (routine type) repair services, scheduled repair or replacement projects shall be placed under the category of "Routine Service" call. The contract response time for Routine Service calls shall require the Contractor to be on site and ready to work between the hours of 7:00 am and 6:00 pm during regularly schedule work days and within forty-eight (48) hours after notification.
4. **Work Notification Procedure for Projects Requiring a Work Request/Estimate Form:**
 - a) The Contract Administrator will provide a written Work Request/Estimate Form identifying the work location, the date(s) and the Scope of Work (see attachment). The Contractor shall be required to visit the work site within two workdays (48 hours) and carefully examine the site of the proposed work to acquire a full understanding of the nature and scope of the project to be accomplished.
 - b) The Contractor shall furnish the VDOT Contract Administrator, within five (5) workdays, a written estimate of the costs to complete the project, to include a breakout of quantities of labor to be billed at the contracted hourly rates, materials needed and the number of days to complete the project after receiving the Work Order. All approved work, shall be scheduled and commence no later than five (5) calendar days from receipt of the Task Work Order authorizing work to proceed.
 - c) The Contractor, in establishing the target date for completion, shall take into account the time required to obtain delivery of the required materials and, where appropriate, advise the Contract Administrator if the availability of materials may delay the start of work on the project beyond the required five-day limit. In preparing such estimates, the Contractor may choose to rely on physical inspections, or to contact the Facilities Office to obtain access to building blueprints, if available. Upon approval, a Task Work Order will incorporate the Contractor's estimate and the terms and conditions of the basic contract.



5. **Emergency Confirmation/Response:** VDOT reserves the right to change the required times for visiting the work site, submitting estimates, scheduling and starting work by the VDOT Contract Administrator if deemed necessary in response to an emergency response. When defined by the VDOT Contract Administrator as urgent work, the Contractor shall confirm within one (1) hour of initial notification and shall be on-site two (2) hours after the initial notification from VDOT. Reference IV.E.3.
6. **Advance Notice:** For scheduled work, the Contractor shall notify the Contract Administrator at least two (2) working days in advance of their scheduled presence on site in order that building occupants may be notified in a timely manner.
7. **Additional Work:** The cost of actual repair work shall not exceed the Contractor's estimate of man-hours and materials by greater than 10% without first obtaining written approval to proceed. If during the course of the project additional work is required that is not listed in the Scope of Work on the Work Order, the Contractor shall obtain written permission through a Change Order from the VDOT Contract Administrator before any additional work can be performed. If the Contractor fails to do so, the additional work shall not be paid for by VDOT.
8. **Continuous Operation Requirement:** The Contractor shall provide a continuous operation once work has commenced, with the exception of interruptions caused by weather or delays authorized by the Contract Administrator or designee. The Contractor shall provide sufficient equipment and personnel to complete the work within the timeframe specified.

E. HOURS OF WORK:

1. **Normal Work Hours:** All services shall be performed (unless mutually agreed upon by the Contractor and VDOT) during normal business hours, which are 7:00 AM – 6:00 PM Monday through Friday.
2. **Overtime:** Any overtime must be approved by the Contract Administrator or their designee. Regular time shall be considered any number of labor hours per person equaling 40 hours or less per week. Overtime rates shall not be authorized until more than forty (40) hours per week per person have been worked on per Task Work Order.
3. **Starting Times and Schedules:** Starting times and schedules may vary and will be at the discretion of the VDOT Contract Administrator.
4. **Emergency Work Hours:** During emergencies or because of the nature of work, the Contractor may be required to work outside the normal work hours, as well as 24 hours a day on Saturdays, Sundays and Holidays. The Contract Administrator or their designee will pre-approve in writing when the Contractor is required to work outside of normal work hours and if the overtime rate will apply.
5. **State Holidays:** Normally, the Contractor will not be permitted to work on State Holidays observed by VDOT **without the written permission** of the Contract Administrator. When VDOT requires the Contractor to work on a day that the Contractor officially observes as a Holiday and is closed to business, the Holiday /overtime rate will apply.
6. **Declining Assignment:** When the Contractor is unable to report to an assignment, a VDOT-supplied Contractor Release Form shall be signed and documented by the Contractor stating why he cannot perform work. VDOT shall approve or disapprove in writing whether the Contractor is released from contractual responsibilities. If the Contractor declines an assignment except as approved in writing by VDOT, he will be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with General Term and Condition IX. P. **A Procurement Complaint form will be issued against the Contractor.**
7. **Contractor's Failure To Report:** If the Contractor fails to commence work at the mutually agreed upon time, a Procurement Complaint Form and/or cure letter may be issued against the Contractor. It shall address the deficiency and corrective action needed. If corrective actions are not acquired by the deadline



stated in the cure letter, VDOT may have the work accomplished by another source and the Contractor may be held responsible for any resulting additional purchase and administrative costs in accordance with General Term and Condition IX. P.

F. SAFETY REQUIREMENTS:

- 1. SAFETY STANDARDS, RULES AND REGULATIONS:** The Contractor shall ensure all personnel including subcontractors and equipment comply with all OSHA and VOSH Standards as they apply to the work being done and not create any hazardous conditions. Failure to comply with a safety requirement constitutes reason to restrict work being performed under this contract. Refer to X. Special Terms and Conditions Section 32. Safety and Health Standards.
- 2. PROTECTION OF PERSONS AND PROPERTY:** The Contractor shall take every precaution at all times for the protection of persons which may come on the work site or be affected by the Contractor's operation in connection with the work by ensuring all work/job areas are maintained clean and free from safety hazards. The Contractor shall take every precaution to continuously maintain adequate protection of all their work from damage and shall protect VDOT's property. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection of persons and property.
- 3. AUTHORITY TO SUSPEND WORK:** During the execution of the work, the VDOT Contract Administrator will have the authority to suspend the work fully or in part due to the failure of the Contractor to correct unsatisfactory work or conditions unsafe for the workers and/or general public, for failure to carry out orders for such period, and as he may deem necessary due to unsuitable weather, conditions unsuitable for the execution of work, or for any other conditions or reasons deemed to be in the public's interest.
- 4. SIGNING:** The Contractor shall be responsible for work sites being appropriately designated/protected by any necessary signing/barriers including signs, caution tape, etc. as required to identify any dangerous situation created by the on-going project.
- 5. DRIVER'S LICENSE:** When required by the equipment being operated, the operator of each piece of equipment shall possess a valid certificate and/or Driver's License with the proper endorsements.
- 6. TRADESMAN CERTIFICATION:** The Contractor shall ensure crew members possess and be able to present the proper tradesman's certification issued by the Virginia Department of Professional and Occupational Regulation (DPOR).

- V. PREBID CONFERENCE - OPTIONAL:** **OPTIONAL PREBID CONFERENCE:** An optional pre-bid conference will be held at **1:30 PM on October 18, 2011 at the Lynchburg District Office** 2nd Floor Conference Room, 4219 Campbell Avenue, Lynchburg, VA 24506. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

If you are an individual with a disability with need of reasonable accommodations, please notify Joan Johnson at 434-856-8128 no later than 72 hours prior to the date of the pre-bid conference. Individuals with hearing/speech disabilities are encouraged to use the Virginia Relay Service. TDD USERS – 800-828-1120.



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VI. METHOD FOR PAYMENT:

- A. Verification:** The Contractor shall verify, with the Contract Administrator, the labor, materials, and specialized equipment used and that the work is fully in compliance with the contract and VDOT specifications, upon completion of each work request. Upon arrival at the job site and prior to ending work each day, the Contractor's crew member(s) shall check in and out with the VDOT site office. Any labor, materials, and specialized equipment used that day shall be listed on the 'Contractor's Service Call Report'. The VDOT Contract Administrator and the Contractor shall sign the Work Request/Estimate Form (if applicable) verifying VDOT authorized the hours worked, and the materials and specialized equipment used. Refer to Attachment – C Work Request/Estimate Form.
- B. Transportation:** The Contractor shall provide transportation for workers and tools to the job site. This vehicle shall also be suitable for hauling materials and debris and shall be properly licensed in the state of Virginia. All transportation costs shall be included in the hourly labor rates.
- C. Lunch Breaks:** Lunch and other breaks shall not be considered as productive time and are not billable hours to VDOT.
- D. Non Productive Response Time:** The Contractor may be permitted to charge for up to two (2) hours response time for any requested personnel if the Contractor is unable to perform work under this contract due to circumstances approved by the Contract Administrator (i.e., inclement weather, emergency situations for VDOT, etc.). The personnel must have reported to the job location or be en-route when the work order is canceled by the Contract Administrator. VDOT reserves the right to determine if the Contractor qualifies for non productive response time.
- E. Corrections:** Prior to final acceptance of the work, the Contractor shall correct, repair, or replace any work that was damaged by the crew. All work not meeting the approval of VDOT shall be corrected within 24 hours after notification at the Contractor's sole expense or VDOT may arrange for the corrective work to be accomplished by other forces and reserves the right to deduct that portion from the amount due the Contractor.

VII. Invoicing:

1. Invoices may be submitted monthly or completion of Task Work Order. Invoices shall include the Contract Number, Task Work Order Number, Purchase Order Number, Itemized Quantities, Unit Price, and Extended Costs based on the contract pricing schedule. Payment may be paid for materials that have been received and accepted by the Contract Administrator. Work completed will be verified in writing by a VDOT Representative and Contractor Foreman on an agreeable format.
2. Payment will be made (in accordance with the Virginia Prompt Payment Act) within 30 days after receipt of valid invoice and verification of satisfactory goods received and/or completion of work. Invoices shall be submitted to the address listed below for all items completed within the designated billing period.

VDOT – Lynchburg District
Attn: Facilities Section
4219 Campbell Avenue
Lynchburg, VA 24506

VIII. BIDDER'S INSTRUCTION:

- A. Bid Submission- Instructions:** The following documents must be received in our office no later than the closing date and time stated below:
- Entire bid package all pages including Signature Sheet page 1 signed in ink
 - The completed Bid Pricing Schedule pages 2 through 11.
 - Completed Vendor Qualification / Equipment Certification – Attachment A
 - Completed Normal and Emergency Contacts – Attachment B
 - Completed State Corporation Commission Form – Attachment H
 - Completed Small Business Subcontract Plan – Attachment I



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The IFB number and closing date must be clearly marked on the outside of the envelope.

This solicitation will close on October 28, 2011 at 2:00PM
Bids will be opened on October 28, 2011 at 2:00PM

Return the bid to:

Virginia Department of Transportation
Administrative Services
Procurement Section
4219 Campbell Avenue
Lynchburg, Virginia 24501
Attention: Robert Dowdle

- B.** Receipt of Bids / Late Bids: It is the Bidders responsibility to insure that his/her bid is received prior to or at the specific time and the place designated in the solicitation. Bids received after the date and time specified for receipt shall not be considered. Bids not received at the time and place designated, (1201 E. Broad Street, 1st Floor, Administrative Services Procurement Section, Bid Tab) even if they are received at other VDOT offices/locations will be considered late. Please note that 1401 E. Broad Street is the mailing address only.

Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested who may be present either in person or by representative. The VDOT personnel whose duty it is to open the bids will decide when the specified time has arrived.

No responsibility will be attached to any VDOT personnel for the premature opening of a bid not properly addressed and identified on the out side of a sealed envelope.

IX. GENERAL TERMS AND CONDITIONS:

- A. VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:



- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:**
1. To Prime Contractor:



- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
2. To Subcontractors:
- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.



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4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions **VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT** shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is



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none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
- S. TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.



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4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA; failure to register will result in the bid being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b.eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.

b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:



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- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.

d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES:** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid/offer prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- X. **SPECIAL TERMS AND CONDITIONS:**
 - 1. **RECORDS EXCLUSION FROM PUBLIC DISCLOSURE:**

Pursuant to the provisions of §2.2-3705.6 (22) of the Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial records, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the Inspector General of the Virginia Department of Transportation for the purpose of an audit, special investigation, or any study requested by the Inspector General's Office in accordance with law may, subject to a determination by the Inspector General as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Inspector General to identify data or records that may be subject to this exclusion from disclosure under FOIA the private or nongovernmental entity shall, in accord with procedures adopted by the Inspector General, make a written request to the Inspector General of the Virginia Department of Transportation:



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invoking such exclusion upon submission of the data or other materials for which protection is sought; identifying with specificity the data or other materials for which protection is sought; and stating the reasons why protection is necessary.

The Inspector General of the Virginia Department of Transportation shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial records of the private entity. The Virginia Department of Transportation shall make a written determination of the nature and scope of the protection to be afforded by it. Notwithstanding the foregoing, Contractor's failure to comply with the requirements stated herein and procedures established by the Inspector General for seeking an exclusion pursuant to §2.2-3705.6 (22) of the Code of Virginia shall result in a denial of the exclusion. Requests for exclusion that are submitted after data or other materials for which protection is sought have been submitted will be denied.

If litigation directly or indirectly results from or arises out of a granted exemption, the contractor will be responsible for all litigation costs incurred by contractor and/or VDOT associated with such litigation. In no event shall the Virginia Department of Transportation or its officers, employees or agents be liable to the contractor as a result of any disclosure of records or data collected by the Department, its officers, employees or agents, pursuant to an audit, special investigation, or any study requested by the Inspector General's Office, whether or not the Inspector General has determined that the requested exclusion from disclosure under FOIA is necessary to protect the trade secrets or financial records of the private entity, and in no event shall the Virginia Department of Transportation, or its officers, employees, or agents be liable to the contractor for any damages or other claims arising directly or indirectly from a determination that the exclusion from public disclosure will not be granted.

2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to VDOT will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses any of its products or services, and the contractor shall not include VDOT in any client list in advertising and promotional materials.
3. **AUDIT:** The Contractor shall retain all books, documents, papers, accounting records, subcontracting records, and other evidence supporting any of the services performed, and the costs incurred, at all times during the contract period, and for five (5) years after payment of the final invoice or final audit, whichever is later. Such evidence shall be maintained at the Contractor's office and made available to the Department at reasonable times. Such evidence will be subject to audit and inspection at any time by the Department.
4. **CANCELLATION OF CONTRACT:** VDOT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
5. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for two (2) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 - a) If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - b) If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other



Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

6. **ADDITIONAL INFORMATION:** VDOT reserves the right to ask any Bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which VDOT deems desirable, and does not affect quality, quantity, price or delivery.
7. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
8. **AS BUILT DRAWINGS:** The contractor shall provide VDOT a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide VDOT with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to VDOT upon completion of the work and prior to final payment.
9. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, VDOT will publicly post such notice on the eVA website for a minimum of 10 days.
10. **AWARD:** VDOT will make Multiple awards **PER LOT** to the lowest, responsive and responsible bidder(s) meeting the requirements of the solicitation for each lot based on the examples under Bid Evaluation Procedures. **Bidders shall ONLY complete the Pricing Schedule pages 2-11. VDOT will complete the Bid Evaluation Procedure form (Attachment G).** Unit prices and extensions shall be shown for each line item within the lot. If contractor does not want to bid on a lot write in NO BID. In case of arithmetic errors, the unit price will govern. If the unit prices in the bid include both a significantly high and low price that is advantageous to the bidder as determined by the department based on the estimated cost, the bid may be rejected as a non-responsive at VDOT's discretion. Due consideration will be given to price, quality as judged by tests and previous experience, and of the ability of the bidder to render required services. VDOT reserves the right to conduct any tests it may deem advisable and to make all evaluations. VDOT also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
11. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
12. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
13. **CONTRACTOR IDENTIFICATION CARDS:** The Contractor, the Contractor's supervisors and employees shall carry a valid government issued picture identification card on them at all times when working on VDOT right of way or VDOT facilities and/or grounds.
14. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____ License # _____ Type _____

Subcontractor Name: _____ License # _____ Type _____
15. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all



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such contracts undertaken by bidder within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by bidder within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____

Licensed Class B Virginia Contractor No. _____ Specialty _____

Licensed Class C Virginia Contractor No. _____ Specialty _____

If the bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said contractor license number to the VDOT in writing when requested to do so before or after the opening of bids, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his bid will not be considered.

If a bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

16. **CONTRACTUAL DISPUTES:** Contractual claims arising after final payment shall be governed by Section 2.2-4363A of the Code of Virginia. This claim shall be submitted to the Commissioner of VDOT who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the Administrative Services Administrator who will make a decision in 30 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.
17. **DELAYS IN AWARD:** Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, VDOT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.
18. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. VDOT (or the owner) will not assume any responsibility for receiving these shipments. Contractor shall check with VDOT (or the owner) and make necessary arrangements for security and storage space in the building during installation.
19. **DELIVERY POINT:** Except when otherwise specified herein, all items shall be F.O.B. delivered to any of the locations specified herein.
20. **EQUIPMENT CERTIFICATIONS:** The Contractor shall be required to furnish a completed Equipment Certification with each bid, to certify the bidder has sufficient equipment and personnel to perform the work as described for that bid. The Contractor shall be committed to supply the quantity of personnel and type equipment submitted on the certification. Substitutions for like equipment listed in the Certification may be permitted with the written permission of the VDOT Contract Administrator or designee
21. **ESTIMATED QUANTITIES:** Estimated quantities provided within are reflective of past usage and proposed usage only. Factors that may contribute to the actual quantities, frequencies of service and/or level of include, but are not limited to, Executive Orders, Department directives affecting changes in funding allocated for the services described in this solicitation. The quantities are estimates only and VDOT does not guarantee that the contractor will



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perform the estimated quantities. At VDOT's sole discretion, any or all of the quantities may be eliminated and by signing this bid/offer, the bidder agrees that no claims for contractor costs or damages will be allowed for a decrease or elimination of the estimated quantities.

22. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the VDOT's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
23. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
24. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Bidder	Due Date	Time
_____	_____	
Street or Box Number	IFB No.	
_____	_____	
City, State, Zip Code	IFB/ Title	

Name of Contract/Purchase Officer or Buyer _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

25. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
26. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
27. **MINORS ON WORK SITE :** No minors, under the age of eighteen, will be allowed on the VDOT work site(s) where this contract will be performed, except those employed by the Contractor as allowed by the Child Labor Laws of the United States government and the Child Labor Laws of the Commonwealth of Virginia.
28. **PREVENTIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
29. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.



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30. **QUALIFICATIONS OF BIDDERS :** VDOT may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder or to perform the contract. Such investigations may include but are not limited to fingerprint-based criminal history background checks, credit checks, legal residence checks, or proof of US citizenship. The Bidder shall furnish to VDOT all such information and data for this purpose as may be requested. VDOT further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy VDOT that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
31. **PROSECUTION OF WORK:** During the prosecution of work, the VDOT Representative will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods, as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work for any other condition or reason deemed to be in the public interest.
32. **SAFETY AND HEALTH STANDARDS:** It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any Sub-Contractor shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the US Secretary of Labor in accordance with Section 107 of the Contract Work Hours and Safety Standards Act. The Contractor shall comply with the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the Code of Virginia and the duties imposed under Section 40.1-51.1 of the Code. Any violation of the requirements or duties that is brought to the attention of the Contractor shall be immediately abated. Additionally at a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: Hardhats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls. Adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy. Safety vests shall be worn by all exposed to vehicular traffic and construction equipment. Standards and guidelines of the current Virginia Work Area Protection Manual shall be used when setting, reviewing and removing traffic controls. Flag persons shall be certified according to the Virginia Flagger Certification Program. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All federal, state and local regulations pertaining to explosives shall be strictly followed. All electrical tools shall be adequately grounded or double-insulated. Ground fault Circuit Interrupter (GFCI) protection must be installed in accordance with the National Electrical Code (NEC) and current Virginia Occupational Safety and Health Agency (VOSH) regulations. No person shall enter a confined space without training, permits and authorization. Fall protection is required whenever an employee is exposed to a fall six feet or greater.
33. **SECURITY REQUIREMENTS:** This clause applies only to Lot 1 – Lynchburg District Office
1. All Vendors, Contractors or other Persons accessing VDOT's CII/SSI material in any form shall be required to comply with All Vendors, Contractors or other Persons accessing VDOT's CII/SSI material in any form shall be required to comply with VDOT's *CII/SSI Policy Guide for Employees, Vendors, Contractors or other Persons Accessing VDOT's CII/SSI*. This guide can be located at; <http://www.virginiadot.org/business/const/CII-CriticalStructureInformation.asp>
 2. A Criminal History Record Check (CHRC), through the Virginia Capitol Police, shall be required of all employees of the Contractor and all subcontractors of the contractor for work conducted at, or in support of the VDOT Central Office.



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3. A Criminal History Record Check (CHRC), through VDOT Personnel Security Section (PSS), shall be required of all employees of the Contractor and all subcontractors of the contractor for work conducted at all other VDOT locations, where VDOT is directly responsible for the day-to-day management of staff, or the individual has unrestricted access to Critical Infrastructure (CI), Critical Infrastructure Information (CII), Sensitive Security Information (SSI), or Personally Identifiable Information (PII).
4. All costs for the CHRC will be the responsibility of the Contractor.
5. All individuals undergoing the CHRC shall be required to complete and sign any VDOT required forms necessary to release personal information or to agree to non-disclosure of VDOT critical, sensitive or personal information.
6. CHRC records search timelines vary depending on records found on file (if any). In the event non-favorable records exist, VDOT reserves the right to approve and deny issuance of any Security Clearance. Upon denial, there are no available appeals.
7. Upon CHRC clearance and approval, Contractor and subcontractor (if any) personnel shall be required to obtain a VDOT issued access identification badge prior to working on VDOT's premises, unless a written waiver is approved by the PSS.
8. Contractor and sub contractor personnel shall wear VDOT-issued access identification badge at or above waist level on the outermost garment at all times while on VDOT's premises.
9. For safety concerns regarding the badge display requirement, the VDOT Personnel Security Section, Contract Administrator, Project Manager or designee may waive the above requirement. The Contractor's employees shall possess the VDOT access identification badge at all times to be available for display.
10. The Contractor shall return all VDOT access identification badges on the day any employee is no longer assigned to VDOT's premises and upon contract expiration. The Contractor shall notify Contract Administrator within eight business hours upon discovery of any lost, stolen or damaged access identification badge. Failure to return access identification badges or notify the Contract Administrator that access identification badge has been lost, stolen or damaged may be cause for debarment. See: Commonwealth of Virginia, Vendor's Manual Section 7.20.
11. The Contractor shall be responsible for notifying the PSS whenever an employee or subcontractor employee is charged with any criminal violation. Notification shall be made no later than the next regular business day of finding.
12. In the event of loss, suspected loss or compromise of any VDOT CII/SSI material, the Contractor having possession of the said CII/SSI material will immediately upon having knowledge of the loss, suspected loss or compromise of any VDOT CII/SSI material, notify the VDOT project manager. If the loss is a result of a theft or suspected theft, of either the actual CII/SSI material or any device containing or storing CII/SSI material, the Contractor will immediately file a report with a law enforcement agency having jurisdiction and forward a copy of the report to the VDOT project manager.
34. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VDOT. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
35. **TERMINATION OF CONTRACT:** If the Contractor fails to provide quality goods or services in a professional manner and in accordance with applicable laws, regulations or bid provisions, solely as determined by VDOT and, upon receipt of notice from VDOT does not correct the deficiency within a reasonable period of time (not to exceed seven (7) calendar days unless otherwise agreed to by VDOT), VDOT reserves the right to terminate the contract by



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giving written notice to the Contractor. Upon termination VDOT may procure the services from another contractor in accordance with the Default term within the General Terms and Conditions.

36. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in not more than two (2) purchase orders per year per award/Lot with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
 - c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
 - d. For orders issued July 1, 2012, and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

37. **TERM OF CONTRACT:** The initial term or period of the contract shall be for a one year (12 months) period with the effective date to be determined at time of award. With two (2) optional successive one-year renewal periods.
38. **VEHICLE REQUIREMENTS:** All contractor vehicles shall have a current inspection and registration from that State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators shall be in compliance with all applicable DMV and State and Federal regulations regarding the conditions and operations of the requested vehicles. The name of the company will be displayed on both sides of all work vehicles while on State right of way. The contractor shall be responsible for having secured all equipment and materials on their vehicles when in transit to and returning from a work assignment.
39. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid



IFB #114972

40. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the VDOT's satisfaction at the contractor's expense.
41. **WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):** Under this time and material contract, the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category (ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
42. **CONTINUITY OF SERVICES:**
- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - ii. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
 - c) The Contractor shall be reimbursed for all reasonable, pre-approved phase- in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
43. **CREW LANGUAGE & DRESS REQUIREMENTS:** Each crew shall have a foreman or designated crew supervisor capable of communicating (both verbally and in writing) and comprehending the English language. The foreman/supervisor shall be capable of communicating instructions to members of the Contractor's crew. VDOT shall be able to contact the foreman/supervisor within minutes.
- The contractor shall conduct his or her work so as to ensure the least possible obstruction to traffic and shall provide for the safety and convenience of the general public and residents along the highway to protect persons and property. All employees shall wear hard hats, safety vests, and steel toe shoes that comply with all applicable VOSHA/OSHA, ANSI and VDOT safety regulations while working on State right-of-way. Workers will also be required to wear long pants and shirts with short sleeves as a minimum. All personnel shall have personal protective equipment such as safety shoes, flagging vests, safety glasses, etc. when necessary. Examples of clothing not considered appropriate include tank tops, shirts with no sleeves, shirts with cut out sleeves, shirts with sleeves rolled up to the shoulder, shorts, and flagging vests with no shirt.
44. **CONTRACTOR REGISTRATION:**-Contractor shall be licensed as required by the Commonwealth of Virginia. If a bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.



IFB #114972

45. **COORDINATION WITH VDOT:** VDOT shall have the right at all times to be advised, at its request, as to the status of work being done by Contractor and of the details thereto. The Contractor shall maintain coordination with the VDOT representative and/or between contracts on the same project.
46. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
47. **UNBALANCED BIDS:** If the unit prices in the bid are obviously unbalanced, either above or below the estimated cost as determined by VDOT, the bid may be rejected as non-responsive at VDOT's discretion.
48. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
- A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.



ATTACHMENT A

**VENDOR QUALIFICATION / EQUIPMENT INVENTORY
CERTIFICATION FORM**

ALL VENDORS RESPONDING TO THIS IFB/RFP ARE REQUIRED TO COMPLETE ALL ITEMS THAT ARE APPLICABLE. PLACE N/A BESIDE ALL QUESTIONS THAT ARE NOT APPLICABLE.

1. Name of Business: _____

2

a. Are you certified by Virginia Department of Minority Business Enterprise (DMBE) as (check all that apply):

☐ DMBE certified Small Business

☐ DMBE certified Women Owned Business

☐ DMBE certified Disadvantaged Business Enterprise

☐ DMBE certified Minority Owned Business

Provide DMBE certification number(s) and expiration date(s) _____

c. Is your firm a registered eVA vendor? _____ Yes _____ No

d. If yes, enter eVA Vendor ID or DUNS Number: _____

e. If no, please refer to the General Terms and Conditions, term X. eVA business to Government Vendor Registration..

3. Name of Owner or Chief Executive Officer: _____ Telephone Number: _____

4. Emergency or After Hours contact name: _____ Telephone Number: _____

5. How many years has the firm been in the business of performing the services called for in this inquiry? _____

6. How many persons are currently employed by the firm? _____

7. List all licenses or permits the firm possesses that are applicable to performing the services required in this IFB/RFP.

8. Is the firm currently removed from a vendor list or debarred from doing business with any Commonwealth of Virginia Agency? _____ if yes, explain. _____

9. Is your firm a registered vendor with VDOT? _____

10. Provide the firm name, contact person, email address and telephone / fax numbers of three (3) customers (excluding VDOT) for which your firm has provided services of the same scope as those requested in this inquiry. We may contact these customers as references.

FIRM'S NAME	CONTACT PERSON	EMAIL ADDRESS	TELEPHONE / FAX #



Please complete the following if equipment requirements are included in the Scope of Work and/or Specifications.

11. List all the equipment intended to be used in performing the services required in this IFB/RFP. Add additional sheets if needed

OWNED EQUIPMENT

YEAR	MAKE	MODEL	ID#	CAPACITY	COMPLETE DESCRIPTION

RENTED/LEASED EQUIPMENT

YEAR	MAKE	MODEL	ID#	CAPACITY	COMPLETE DESCRIPTION

12. If not owned, how will the equipment be obtained within the required time in the event of award? _____

13. Is any of the equipment listed above currently committed on other contracts including VDOT contracts? _____
 If yes, identify which equipment, contract number and who the contract is with. _____

14. Identify any VDOT locations your firm is currently working, the contract number associated with the work and the location where the work is being performed.

15. Method of fueling above equipment _____



ATTACHMENT B

NORMAL AND EMERGENCY CONTACTS

Contact Person's Name	
Cellular Telephone Number	
Beeper/Pager Number	
Telephone Number - Normal Work Hours	
Telephone Number - After Work Hours	
Fax Number	
E-mail Address	

Indicate the number of Lots for which your company can demonstrate that it has the capacity to perform the requirements of this IFB: _____.



ATTACHMENT C

WORK REQUEST /ESTIMATE FORM

Work Request Number _____
Work Request Date _____

Part I – REQUEST (Completed by Requestor)

Location: _____

Scope of Work: _____

Site Visit Necessary: Yes _____ No _____ Site Visit Date _____

Number of days to complete project once Contractor receives WO: _____

Name of VDOT Contact: _____ Phone: _____

Part II – ESTIMATE (Completed by Contractor)

Contractor: _____

Labor Category		Estimated Hours		Hourly Rate	\$	Total	\$
Labor Category		Estimated Hours		Hourly Rate	\$	Total	\$
Labor Category		Estimated Hours		Hourly Rate	\$	Total	\$
Labor Category		Estimated Hours		Hourly Rate	\$	Total	\$
Labor Category		Estimated Hours		Hourly Rate	\$	Total	\$
Labor Category		Estimated Hours		Hourly Rate	\$	Total	\$
Total Labor Cost							\$
Total Material Cost (Attach itemized listing of materials and costs)							\$
Total Specialized Equipment Cost (Attach itemized listing of equipment and costs)							\$
GRAND TOTAL ESTIMATE FOR PROJECT (Grand Total Labor + Materials + Specialized Equipment)							\$

Remarks: _____

Enclosures: _____

Signature: _____ Date: _____

Part III: Authorization (Completed by Requestor)

Work Order Number: _____ Date: _____

Signature: _____

This signature authorizes that work can be performed. It is understood the invoice submitted for the project shall be based on actual labor and material costs and that this might differ from the estimate. The actual cost invoiced shall be supported by actual hours worked and actual, original invoiced cost of materials

Part IV: Documentation (Completed by Contractor)

When the project is completed indicate reasons why the estimate differs from the actual cost:

Note: If the original estimate is to be exceeded by 10% of the estimate, contact the Contract Administrator ahead of time for approval to proceed.

Part V: Completion of Work Order (Completed by Requestor)

Date work was completed: _____ Was work completed to the satisfaction of VDOT? Yes _____ No _____



ATTACHMENT D

SUBCONTRACTOR APPROVAL REQUEST

No portion of the work (including equipment) shall be subcontracted to another firm or individual **without prior written consent** of Virginia Department of Transportation (herein referred to as VDOT). In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish VDOT with the names, qualifications, and experience of their proposed subcontractors for agency approval. The primary Contractor shall, however, remain fully liable and responsible for the work performed by its subcontractor(s) and shall assure compliance with all requirements of the contract. **No subcontractor will be allowed to start work until VDOT has received a copy of the subcontractor's Certificate of Insurance with the appropriate liability coverage. Certificate of Insurance should be sent to Virginia Department of Transportation at 1201 East Broad Street Richmond, VA 23219, Attention: Walter Parker.**

List proposed subcontractor(s), including name, address, contact person, and type of work to be performed under this contract below.

FIRM OR INDIVIDUAL'S NAME & ADDRESS	CONTACT PERSON AND PHONE NUMBER	TYPE OF WORK TO BE PREFORMED

TYPE OF EQUIPMENT PROPOSED SUBCONTRACTOR WILL PROVIDE

QUALIFICATIONS / EXPERIENCE LEVEL OF PROPOSED SUBCONTRACTOR

Please indicate which above proposed subcontractors are certified (with DMBE) as Small, Women Owned or Minority Businesses. (See item #U under General Terms and Conditions):

COMPANY NAME:

CERTIFICATION NUMBER:

FOR VDOT USE ONLY:

The proposed subcontractor(s) listed above is/are approved and accepted under the terms and conditions of the contract requirements herein.

Signature of Authorized VDOT Representative

Date

Telephone Number



ATTACHMENT E

LISTING OF DOCUMENTS INCORPORATED BY REFERENCE, IF APPLICABLE:

1. Virginia Erosion & Sediment Control Law, Regulations and Certificate Regulations
Web Address: <http://dcr.virginia.gov/sw/docs/eslawrgs.pdf>
Department of Conservation and Recreation; 203 Governor Street, Richmond, VA 23219; Phone # (804) 786-1712
2. Miss Utility of Virginia
Web Address: http://www.missutilityofvirginia.com/main_CMU.htm
Damage Prevention Investigator; Division of Utility and Railroad Safety, State Corporation Commission, P.O. Box 1197, Richmond, VA 23218
Phone # (800) 552-7001
3. VOSH
Web Address: <http://www.doli.virginia.gov/>
Department of Labor and Industry
13 South Thirteenth Street
Richmond, Va. 23219
Phone # (804) 371-2327 Fax # (804) 378-2376
4. Virginia Uniform Statewide Building Code 2006
Virginia Department of Housing and Community Development
Division of Building and Fire Regulation
501 North 2nd Street
Richmond, Va. 23219-1321
(804) 371-7150
Email: usbc@dhcd.virginia.gov
5. International Mechanical Code 2006
Web Address: www.iccsafe.org
International Code Council
500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001
[P] 1-888-ICC-SAFE (422-7233); [F] (202) 783-2348
- 6.. International Fuel Gas Code 2006
Web Address: www.iccsafe.org
International Code Council
500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001
[P] 1-888-ICC-SAFE (422-7233); [F] (202) 783-2348
7. NFPA 70: National Electrical Code
International Code Series
Web Address: www.necdigest.org
1 Batterymarch Park
Quincy, Massachusetts
USA 02169-7471
Tel: +1 617 770-3000



ATTACHMENT F LYNCHBURG DISTRICT ADDRESSES

LYNCHBURG DISTRICT OFFICE COMPLEX

4219 Campbell Avenue Lynchburg VA 24506
Contact: District Facilities 434-856-8181

DILLWYN RESIDENCY

3400 Rosney Road Dillwyn, VA 23936
Contact: VDOT Contract Administrator

Andersonville Area Headquarters

Route 640 Dillwyn VA 23936
Contact: VDOT Contract Administrator

Dillwyn Area Headquarters

6398 Andersonville Rd Dillwyn VA 23936
Contact: VDOT Contract Administrator

Cumberland Area Headquarters

1016 Anderson Highway (Route 60) Cumberland VA 23040
Contact: VDOT Contract Administrator

Hampden Sydney Area Headquarters

50 Highway Shop Road (Route 1007) Farmville VA 23901
Contact: VDOT Contract Administrator

Phenix Area Headquarters

3924 Patrick Henry Highway Charlotte Court House VA 23923
Contact: VDOT Contract Administrator

Crafton's Gate Area Headquarters

134 Fire Tower Lane Drakes Branch VA 23937
Contact: VDOT Contract Administrator

Manteo Sub Area

1101 Pattie Rd Buckingham VA 23921
Contact: VDOT Contract Administrator

Brown's Store Sub-Area

60 Salem Road Cumberland VA 23040
Contact: VDOT Contract Administrator

Dowdy's Corner Storage Area

Rt 460 .5 Mile West RT 15 on R/W
Contact: VDOT Contract Administrator

Denton's Corner Storage Area

RT 742 300 FT South RT 60
Contact: VDOT Contract Administrator

Farmville Sub Area Headquarters

1202 Andrews Drive Farmville VA 23901
Contact: VDOT Contract Administrator



ATTACHMENT F LYNCHBURG DISTRICT ADDRESSES

HALIFAX RESIDENCY

5211 Halifax Road Halifax VA 24558
Contact: VDOT Contract Administrator

Brosville Area Headquarters (Halifax)

10369 Martinsville Highway Danville VA 24541
Contact: VDOT Contract Administrator

Rondo Area Headquarters (Halifax)

7988 Collands Road Chatham VA 24531
Contact: VDOT Contract Administrator

Kentuck Area Headquarters (Halifax)

1120 Kentuck Church Road Ringgold VA 24586
Contact: VDOT Contract Administrator

Gretna Area Headquarters (Halifax)

812 Leftwich Street Gretna VA 24557
Contact: VDOT Contract Administrator

Mt. Airy Area Headquarters (Halifax)

9845 East Gretna Road Gretna VA 24557
Contact: VDOT Contract Administrator

Cluster Springs Area Headquarters (Halifax)

1024 Cherry Hill Church Road South Boston VA 24592
Contact: VDOT Contract Administrator

Volens Area Headquarters (Halifax)

1031 State Shed Road Nathalie VA 24577
Contact: VDOT Contract Administrator

Bethel Area Headquarters (Halifax)

1093 Crute Lane Scottsburg VA 24589
Contact: VDOT Contract Administrator

Sinai Sub Area (Halifax)

1095 Farm Road South Boston VA 24592
Contact: VDOT Contract Administrator

Cluster Springs Sub AHQ (Halifax)

2092 Piney Grove Road Alton VA 24520
Contact: VDOT Contract Administrator

Chatham Sub Area (Halifax)

1457 Concord Road Chatham VA 24531
Contact: VDOT Contract Administrator

Chatham Storage Area

1457 Concord Road Chatham VA 24531
Contact: VDOT Contract Administrator



ATTACHMENT F LYNCHBURG DISTRICT ADDRESSES

APPOMATTOX RESIDENCY

Route 1008 Ferguson Street, Appomattox VA 24522

Contact: VDOT Contract Administrator

Madison Heights Area Headquarters (Appomattox)

497 Elon Road Madison Heights, VA 24572

Contact: VDOT Contract Administrator

Forks of Buffalo Area Headquarters (Appomattox)

4278 Lexington Turnpike Amherst VA 24521

Contact: VDOT Contract Administrator

Bryant Area Headquarters (Appomattox)

33 Donahue Lane Roseland VA 22967

Contact: VDOT Contract Administrator

Shipman Area Headquarters (Appomattox)

11502 James River Road Shipman VA 22971

Contact: VDOT Contract Administrator

Appomattox Area Headquarters (Appomattox)

Route 1008 Ferguson Street Appomattox VA 24522

Contact: VDOT Contract Administrator

Gladys Area Headquarters (Appomattox)

8978 Brookneal Highway Gladys VA 24554

Contact: VDOT Contract Administrator

Yellow Branch Area Headquarters (Appomattox)

1062 Green House Road Rustburg VA 24588

Contact VDOT Contract Administrator

Timberlake Area Headquarters (Appomattox)

244 Constitution Lane Lynchburg VA 24502

Contact: VDOT Contract Administrator

Amherst Sub Area (Appomattox)

590 Union Hill Road Amherst VA 24521

Contact: VDOT Contract Administrator

Rustburg Sub Area (Appomattox)

408 Camp9 Road Rustburg VA 24588

Contact: VDOT Contract Administrator

Amherst CMO

897 South Main Street

Procurement Section
Title: Plumbing Services
Location: Lynchburg District

IFB #114972

Amherst, VA. 24521

Contact: VDOT Contract Administrator





ATTACHMENT G

Scenarios Per Lot for Award Evaluation



BID EVALUATION PROCEDURES

VDOT will complete this form

LOT 1: Lynchburg District Complex

For bid evaluation purposes in determining the award, a hypothetical job scenario has been created to repair a busted Main (water pipes supplying water to buildings) Two (2) hours of Overtime is required.

The following items will be added together for the Project Labor Cost which is to be used to complete the evaluation:

1. Labor Costs (regular and overtime)

The total project costs from responsive and responsible bidders will be ranked from low to high in determining the award. The rest of the costs will be calculated by the Contract Officer to determine the total project costs.

1. **LABOR COSTS: Labor costs will be calculated by multiplying the estimated hours by the bid rate for each labor category requested below.**

Line	Qty	Description	\$/Hour	Total
1.	4 hours	Licensed Plumber, Normal Rate		
2.	2 hours	Licensed Plumber, Overtime Hours		
3.	4 hours	Journeyman Normal Rate		
4.	2 hours	Journeyman Overtime Rate		
5.	4 hour	Plumber Helper Normal Rate		
6.	2 hours	Plumber Helper, Overtime Hours		

Trencher \$75.00 per day 75.00

Materials 100.00

Grand Total



BID EVALUATION PROCEDURES

VDOT will complete this form

LOT 2: Dillwyn Residency

For bid evaluation purposes in determining the award, a hypothetical job scenario has been created to repair a busted Main (water pipes supplying water to buildings) Two (2) hours of Overtime is required.

The following item will be added together for the Project Labor Cost which is to be used to complete the evaluation:

1. Labor Costs (regular and overtime)

The total project costs from responsive and responsible bidders will be ranked from low to high in determining the award. The rest of the costs will be calculated by the Contract Officer to determine the total project costs.

2. LABOR COSTS: Labor costs will be calculated by multiplying the estimated hours by the bid rate for each labor category requested below.

Line	Qty	Description	\$/Hour	Total
1.	4 hours	Licensed Plumber, Normal Rate		
2.	2 hours	Licensed Plumber, Overtime Hours		
3.	4 hours	Journeyman Normal Rate		
4.	2 hours	Journeyman Overtime Rate		
5.	4 hours	Plumber Helper Rate		
6.	2 hours	Plumber Helper, Overtime Hours		

Trencher \$75.00 per day 75.00

Materials 100.00

Grand Total



BID EVALUATION PROCEDURES

VDOT will complete this form

LOT 3: Halifax Residency

For bid evaluation purposes in determining the award, a hypothetical job scenario has been created to repair a busted Main (water pipes supplying water to buildings) Two (2) hours of Overtime is required.

The following item will be added together for the Project Labor Cost which is to be used to complete the evaluation:

1. Labor Costs (regular and overtime)

The total project costs from responsive and responsible bidders will be ranked from low to high in determining the award. The rest of the costs will be calculated by the Contract Officer to determine the total project costs.

3. LABOR COSTS: Labor costs will be calculated by multiplying the estimated hours by the bid rate for each labor category requested below.

Line	Qty	Description	\$/Hour	Total
1.	4 hours	Licensed Plumber, Normal Hours		
2.	2 hours	Licensed Plumber,		
3.	4 hours	Journeyman Normal Rate		
4.	2 hours	Journeyman Overtime Rate		
5.	4 hours	Plumber Helper		
6.	2 hours	Plumber Helper, Overtime Hours		

Trencher \$75.00 per day 75.00

Materials 100.00

Grand Total



BID EVALUATION PROCEDURES

VDOT will complete this form

LOT 4: Appomattox Residency

For bid evaluation purposes in determining the award, a hypothetical job scenario has been created to repair a busted Main (water pipes supplying water to buildings) Two (2) hours of Overtime is required.

The following item will be added together for the Project Labor Cost which is to be used to complete the evaluation:

1. Labor Costs (regular and overtime)

The total project costs from responsive and responsible bidders will be ranked from low to high in determining the award. The rest of the costs will be calculated by the Contract Officer to determine the total project costs.

4. LABOR COSTS: Labor costs will be calculated by multiplying the estimated hours by the bid rate for each labor category requested below.

Line	Qty	Description	\$/Hour	Total
1.	4 hours	Licensed Plumber, Normal Hours		
2.	2 hours	Licensed Plumber, Overtime Hours		
3.	4 hours	Journeyman Normal Rate		
4.	2 hours	Journeyman Overtime Rate		
5.	4 hours	Plumber Helper		
6.	2 hours	Plumber Helper, Overtime Hours		

Trencher \$75.00 per day 75.00

Materials 100.00

Grand Total



Attachment H
State Corporation Commission Form

Date: _____

Vendor Name: _____

Virginia State Corporation Commission (SCC) registration information. The bidder:

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐



ATTACHMENT I
SMALL BUSINESS SUBCONTRACTING PLAN



Failure to complete, sign and return Section A or B of this Attachment WILL result in your bid being deemed NON-RESPONSIVE

If you have any questions contact Contract Officer Robert Dowdle at Robert.Dowdle@vdot.virginia.gov for assistance.

SPECIAL NOTICE TO BIDDER

This solicitation contains a small business participation plan, Attachment I. This must be completed by all Bidders. Subcontractors included in section B of the Small Business Participation Plan must be certified as a small business by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of this solicitation to participate in the SWaM Program.

A Bidder's response of "Not applicable", "N/A", "None", or "No Response" in Section A or B, Plans for Utilization of the Small Business Subcontracting Plan will result in the bid being declared non-responsive if the Bidder is not a DMBE-certified small business and does not plan to subcontract part of the work to a DMBE-certified small business.



Attachment I
Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmb.e.virginia.gov (Customer Service).

Bidder Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____



IFB #114972

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					



ATTACHMENT J COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION INSTRUCTIONS FOR SWaM COMPLIANCE REPORT (Form ASD-63)

The Prime Contractor is required to submit a SWaM Compliance Report to the contract administrator on payments made to all subcontractors as specified in Small Business Subcontracting Plan in the Special Terms & Condition to include Small, Women-owned and Minority-owned Business Enterprises (SWaM) certified by DMBE and non- SWaM businesses for the designated quarterly reporting period if required. All amounts paid to certified SWaM businesses are subject to monitoring and enforcement mechanisms. It is the responsibility of the prime contractor to provide evidence of SWaM payments in response to the small business plan provided in the solicitation for this contract.

The instructions below correspond to each item on the report. Please follow the instructions.

1. **Contractor/ Tax I.D. No.** enter the complete name of the prime contractor and their federal tax identification number.
- 1a. **Contract Name** indicate the name of the contract as it appears on contract documents
- 1b. **District** indicate the VDOT responsible district where the contract is being performed. See list of districts in these instructions
- 1c. **Contract No.** provide contract number
2. **Period Ending** indicate the reporting period based on the Reporting Schedule listed in these instructions
3. **Subcontractor/Vendor Telephone Number and Certification Number** enter the names of all subcontractors and suppliers that participate on this contract whether SWaM or not if required. For SWaM vendors please provide the certification number provided by the Virginia Department of Minority Business Enterprise (DMBE)
4. **Tax I.D. No.** insert the tax identification number of the vendor that appears in the preceding column
5. **SWaM Category S,W,M, None** indicate the SWaM status of each vendor identified as a subcontractor or vendor. This number is issued by DMBE and can be located on their website at www.dmb.virginia.gov.
6. **Subcontract Amount** indicate the subcontract amount for any vendor listed on this form.
7. **Subcontractor Payment** this section identifies the prime expenditures to vendors listed on this form for SWaM vendors on contracts valued at or above \$100,000 and non-SWaM vendors for contracts valued at or above \$200,000.
- 7a. **This Quarter** indicate the amount paid to each subcontractor per reporting period. If no payments were made during this period enter \$0.
- 7b. **Year to Date** summarizes all payments made to the vendor to date.
8. **Type of Work or Commodity** indicate scope of work or commodity acquired from the subcontractor

Effective October 5, 2007 all Form ASD-63's for a particular reporting period shall be submitted preferably in an electronic format to the contract administrator or responsible district personnel by the dates of each calendar year.

REPORTING SCHEDULE

QUARTER	REPORTING PERIOD	DATE DUE TO CONTRACT ADMINISTRATOR
1 st	July 1 – September 30	Five(5) working days after the reporting period
2 nd	October 1 – December 31	Five(5) working days after the reporting period
3 rd	January 1 - March 31	Five(5) working days after the reporting period
4 th	April 1 – June 30	Five(5) working days after the reporting period

If the submittal date falls on a weekend/holiday, the forms shall be submitted to the VDOT contract administrator or responsible district personnel on the following business day.

DISTRICTS

Central Office	Hampton Roads
Bristol	Fredericksburg
Salem	Culpeper
Lynchburg	Staunton
Richmond	NOVA
Statewide	